

**From:** Nick Kearney  
**To:** Microsoft ATR  
**Date:** 1/23/02 4:15am  
**Subject:** Microsoft antitrust settlement is bad for the consumers of the world

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this web site is also of interest to the trial

<http://www.kegel.com/remedy/letter.html>

Now for the start of my statement of Why this is the worst deal for consumers and the competition.

Every deal i have seen as a consumer of Microsoft products since beginning my training as a computer tech has left me with this one nagging feeling stated in the topic.

The Deal shows no signs of true punishment, no signs of giving up any of its undue monopoly power that they have.

The recent deal with the Schools "giving the operating systems to the school" putting a price tag of 1 billion dollars

is a good example of antitrust actions in full swing. these questions should be asked and not ignored!!

Question #1 How does Microsoft giving the OS to the Schools in the other cases benefit competition which Microsoft has hurt and continues to hurt?

Question #2 How does "close source" operating system make competition possible when you offer your own Database, Spreadsheet, Presentation software, and your own personal closed source Compiler (C# is a compiler that makes binaries, aka products like Office XP Windows XP) for the microsoft operating system?

Question #3 How can any justice department person not take the very restrictive licenses and wording of the End User license agreement and not say they are attacking the competitors.

EULA for the Microsoft operating system states plainly this about Java (Sun Microsystems cross platform computer language)

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then they strike out at the consumer

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the  
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This was just in my windows ME EULA

Question #4 Now I may be a lawyer, but this is the Windows 95 / 98 / ME / CE / XP End user license agreements should also be examined for antitrust concerns I liken the wording to Ford not taking any liability in mechanical defects in workmanship for the ford Explorer wilderness series tires that has killed 76 people. So far the windows Operating system has to it's credit Disabling a Navy class destroyer. The destroyer had to be towed to port! Should they not be liable for that in the future?

Question #5 of all the settlement offers i still have to ask myself, Where is the real punishment, the Punishment that does make competition possible?

If Microsoft offered to install Imacs in the schools Microsoft wins again Bill gates has invested 100 million dollars into apple computers upon the return of Steve Jobs as then interim president. Microsoft is the only one who makes Macintosh Office 2001 software that is on the shelves as well.

These actions as they stand alone may not amount to an antitrust but when you control the compiler, the office software, the database engine, the 3d display patent they recently bought off of SGI, and lock out Corel (Another 100 million dollar Microsoft investment which forced Corel linux off the shelves and forced them to support the Microsoft .net frame work), Netscape (Microsoft gave away their browser and took profits right out of Netscape's browser markets) , Java (microsoft developed it's own incompatible version of java middle ware to stop java from gaining ground), borland (who makes a C compiler), and GNU (Who makes a Free C compiler) unless they "get there programs signed device drivers signed" which makes it difficult for competition to thrive and Innovate.

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The true meaning of the word innovate is what Microsoft is trying to control by giving them what they seek you play into their hands.

So when applying the Law of the land I suggest you not forget you are representing the consumers of america as well, not just industries Microsoft has harmed, but We the people. I also hope that you can and do see the potential damage Microsoft has done and will do in the future.  
Thank you for your reading!

Sincerely;

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PS Yes it is long winded but it is more direct than Bill Gates on tape questioning.

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